							oval 2700-0042
AMENDMENT OF SOLIC	TATION/MODIFICATION	ON OF CONTRACT	1. CONTI	RACT ID COD		1	OF PAGES <u>25</u>
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE R	EQ. NO.		5. PROJE	ECT NO. (If app	olicable)
A0009	09/17/01						
6. ISSUED BY COMMANDANT (G-ACS-4/CEM U.S. COAST GUARD 2100 SECOND STREET, SW WASHINGTON, DC 20593-0001	CODE	7. ADMINISTERED BY (If other	than Item 6)		CODI	Е	
8. NAME AND ADDRESS OF CONTRACTOR (No. Str	eet, county, State and ZIP: Code)	'	(4)	9A. AMEND!	MENT OF SO	OLICITATION	I NO.
					323-01-F		
				9B. DATED (11)	
				6/29/0		F CONTRACT	ORDER NO
				IOA. MODIFI	CATION OF	CONTRACT	GRDER NO.
				10B. DATED	(SEE ITEM	1 13)	
CODE	FACILITY CODE						
11. Т	HIS ITEM ONLY APPLIES	TO AMENDMENTS OF SOL	ICITAT	IONS			
The above numbered solicitation is amended	as set forth in Item 14. The hour and d	ate specified for receipt of Offers		iis extend	led,	is not exte	nded.
IT M (4) A. THIS CHANGE ORDER IS ISSUED P B. THE ABOVE NUMBERED CONTRA ITEM 14, PURSUANT TO THE AUTH	o the solicitation and amendment nu price of the solicitation and amendment nu price of the property of the property of the solicitation and amendment nu property of the property of the solicitation and amendment nu property of the property of the solicitation and amendment nu property of the soli	mbers. FAİLÜRE ÖF YOUR ACK A SPECIFIED MAY RESULT IN REJ O OF INTERPRETATION OF LOTTING THE PROPERTY OF THE PR	NOWLED ECTION (etter make) RACTS/ D IN ITE	GMENT TO DF YOUR OF S reference to ORDERS, M 14. HE CONTRACT	BE RECI FFER. If by the solicit	EIVED AT y virtue of th ation and thi	THE PLAC is amendmen s amendmen
D. OTHER Specify type of modification at	ad authority)						
E. IMPORTANT: Contractor	is not,	gn this document and return _	copi	es to the is	suing of	fice.	
14. DESCRIPTION OF AMENDMENT/MODIFICATIO	N (Organized by UCF section headings, inclu	uding solicitation/contract subject matter whe	re feasible.)				
See the attached replacement	pages.						
	END	BLOCK 14					
Except at provided herein, all terms and conditions of the							

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or	print)
		CATHERINE A. MARTINDALE	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Catherine A. Haterflat	09/17/01

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105 Computer Generated STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 5

Deleted: ... AWARD TERM PERIOD OF PERFORMANCE FOUR ... DAT 4 THROUGH DAT + XX MONTHS¶ ... AWARD TERM PERIOD OF PERFORMANCE FIVE ... DAT 5 THROUGH DAT + XX MONTHS¶

... THE EVALUATION PROCESS AND CRITERIA FOR AWARD TERM PERIODS IS OUTLINED IN ATTACHMENT J-30, AWARD TERM PLAN.¶

(C) THE GOVERNMENT HAS DEFINED THE NOTIONAL ACQUISITION, CONSTRUCTION AND IMPROVEMENT (AC&I) FUNDING STREAM FOR THE DEEPWATER PROGRAM. THE NOTIONAL AC&I AMOUNTS REPRESENT THE GOVERNMENT'S DETERMINATION OF OPTIMAL LEVELS OF

Section Break (Next Page) EXPENDITURE BASED ON A TIMELY IDS IMPLEMENTATION SCHEDULE AND EXPECTED AVAILABLE FUNDING. ALTHOUGH CURRENT OMB OUTYEAR FUNDING TARGETS FALL SHORT OF THIS LEVEL, THEY HAVE BEEN CONVERGING WITH ESTIMATED PROGRAM REQUIREMENTS. ¹WHILE NOT AVAILABLE FOR OPERATIONS AND MAINTENANCE OF ASSETS, AC&I FUNDS MAY BE USED FOR REPLACEMENT OR IMPROVEMENT OF EXISTING PHYSICAL ASSETS IN THE FORM OF MODERNIZATION AND TECHNOLOGY INSERTION THROUGHOUT THE COURSE OF THIS CONTRACT. IN ADDITIG ... [1]

² Phase 2 proposal materials submitted to fulfill the requirements of paragraphs 7.7.2 through 7.7.6 and 7.7.9 of the solicitation may be submitted in the same format that was acceptable during Phase 1.

0021C	C4ISR Asset(s) TWO Detailed Design	1 Lot CPIF	J-9/3.2	\$
*0021D	C4ISR Asset(s) TWO Low-rate Initial Production	1 Lot <u>C</u> PIF	J-9/3.3	\$ Deleted: F
*0021E	C4ISR Asset(s) TWO Full-rate Production	1 Lot FFP	J-9/3.3	\$
0021F	C4ISR Asset(s) TWO Operations and Support	1 Lot T&M	J-9/3.4	\$
0021G	C4ISR Asset(s) TWO Disposal	1 Lot CPIF	J-9/3.5	\$
0022- 0024	Reserved for C4ISR Assets THREE through FIVE		J-9	\$
0025	Design, Production, Support, and Disposal of Legacy C4ISR Asset(s) ONE		J-9	\$
0025A	Legacy C4ISR Asset(s) ONE Concept and Technology Development	1 Lot CPIF	J-9/3.1	\$
0025B	Legacy C4ISR Asset(s) ONE Preliminary and Detail Design for Major Modification (Upgrade, Modernization, etc.)	1 Lot CPIF	J-9/3.2	\$
*0025C	Legacy C4ISR Asset(s) ONE Low-rate Initial Production of Major Modification	1 Lot FPIF	J-9/3.3	\$
*0025D	Legacy C4ISR Asset(s) ONE Full-rate Production and Deployment Major Modification	1 Lot FFP	J-9/3.3	\$

H.26 RESERVED

H.27. LIENS AND TITLE

- (a) Any and all payments made hereunder on account of an asset(s) and the materials and equipment therefor shall be secured, when made, by a lien in favor of the Government upon such material and equipment on account of all payments so made, except to the extent that the Government, by virtue of any other provision of this contract, or otherwise, shall have valid title to such material and equipment as against other creditors of the Contractor. If such property is not identified by marking or segregating the Government shall be deemed to have a lien upon a proportionate part of any mass of property with which such property is commingled. Any lien provided for by virtue of this clause is paramount to all other liens. Upon completion and delivery of an asset, said lien shall be discharged as to any materials and equipment which have not been included in the asset and which are no longer required therefore.
- (b) Title to the assets under construction shall be vested in the Government and title to all materials and equipment acquired for each asset shall vest in the Government upon delivery thereof to the plant of the Contractor, provided, that the Contracting Officer may, by written direction, require that title shall vest in the Government upon delivery of such materials and equipment to the carrier for transportation to the plant of the Contractor. The amount of any freight charges, transportation, taxes or other costs which would have been paid by the Contractor, either directly or as an element of any subcontract cost, and which the Contractor shall not be required to pay as a result of such earlier vesting of title and any use of Government bills of lading, shall be determined and treated as though resulting from a change order and the contract price reduced accordingly. Upon completion of the asset(s), or with the approval of the Contracting Officer at any time during the construction/conversion of the asset(s), all such materials and equipment which have not been included therein and which are agreed between the Contractor and the Contracting Officer to be no longer required therefor, except materials and equipment which were furnished by the Government or the cost of which has been reimbursed by the Government to the Contractor, shall become the property of the Contractor; provided, however, that models, mock-ups, plans and other items which the Contractor is expressly required to construct, prepare, or furnish shall remain the property of the Government. Upon completion of this contract, or at such earlier date as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of property not consumed in the performance of this contract (including any resulting scrap) or not theretofore delivered to the Government, the cost of which has been reimbursed by the Government to the Contractor apart from the fixed price. The Contractor shall deliver or make such other disposal of such property as may be directed or authorized by the Contracting Officer. Recoverable scrap from such property shall be reported in accordance with such procedure in accordance with a Government approved contractor scrap procedure. The net proceeds of any such disposal shall be credited to the Government and shall be paid in such manner as the Contracting Officer may direct. For the purpose of this clause, "net proceeds" means actual amount collected from

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such sale of disposal less sales, collection fees and other reasonable related expenses.

H.31 LIABILITY AND INSURANCE (continued)

death) to the property or person of any one other than the Government, its agencies, instrumentalities and personnel, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, or any subcontractor, or their servants, agents or employees; provided, that the Contractor's obligation to indemnify under this paragraph (c) shall not exceed the sum of \$500,000.00 on account of any one accident or occurrence in respect of any one ship. Such indemnity shall include, without limitation, suits, actions, claims, costs or demands of any kind whatsoever, resulting from death, personal injury or property damage occurring during the period of performance; and with respect to any such suits, actions, claims, costs, or demands resulting from death, personal injury or property damage occurring after the expiration of such period, the rights and liabilities of the Government and the Contractor shall be as determined by other provisions of an order and by law; provided, however, that such indemnity shall apply to death occurring after such period which results from any personal injury received during the period covered by the Contractor's indemnity as provided herein.

- (e) The Contractor shall procure, and thereafter maintain such casualty, accident and liability insurance, in such forms and amounts as may be approved by the Contracting Officer, Further, the Contractor shall procure and maintain in force Workmen's Compensation Insurance (or its equivalent) covering their employees engaged on the work and shall insure the procurement and maintenance of such insurance by all subcontractors engaged on the work. The Contractor shall provide such evidence of such insurance as may be, from time to time, required by the Government. All such insurance which is or may be required or approved pursuant to this clause shall be in such form, in such amounts, for such periods of time, and with such insurer's having an A.M. Best Rating of A-, VII or better, provided the Contractor shall be named as an insured and shall be entitled to payment of any loss or damage as its interest may appear.
- (f) No allowance shall be made to the Contractor in the order price for the inclusion of any premium expense or charge for any reserve made on account of self insurance for coverage against any risk assumed by the Government under this clause. The cost of the insurance required by paragraph (d) of this clause is included in the price and the cost of all other insurance, which may be required or approved pursuant to this clause, will be considered allowable costs under this contract. If the Contracting Officer should require or approve the cancellation of any such insurance, the Contractor will promptly pay to the Government the amount of all unearned premiums refunded to the Contractor, but only to the extent that such premiums shall have been reimbursed to the Contractor by the Government or included in the order price.
- (g) As soon as practicable after the occurrence of any loss or damage the risk of which the Government has assumed, written notice of such loss or damage shall be given by the Contractor to the Contracting Officer. This notice shall contain full particulars of such loss or damage. If claim is made or suit is brought thereafter against the Contractor as a result or because of such event, the Contractor shall immediately deliver to the Government every demand, notice, summons or other process received

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H.31 LIABILITY AND INSURANCE (continued)

by themselves or their representatives. The Contractor shall cooperate with the Government and, upon the Government's request, shall assist in effecting settlements,

H.35 RESERVED

H.36 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT

- (a) Definitions. As used in this clause:
 - (1) Computer database means a collection of data recorded on a form capable of being processed by a computer. The term does not include computer software
 - (2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
 - (3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled. Computer software does not include computer database or computer documentation.
- (b) The Contractor agrees to test for viruses all computer software, computer programs, and/or computer databases, before delivery of that computer software, computer program or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software, computer program and/or computer database will be free of reasonable detectable viruses when delivered.
- (c) The Contractor agrees to test any computer software, computer program and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (d) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software, computer program or computer data base with the equipment for which is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software, computer program, or computer database does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software, computer program, or computer data base in the future, that date certainly shall not be less than 25 years after the delivery date of the computer software or computer database. In no case shall asset control software be equipped with any disabling routines.
- (e) Unless otherwise agreed to in writing, no copy protection devices or systems shall be used in any computer software, computer program, or computer database under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amounts of copies that can be made.
- (f) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery

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on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of the "DISPUTES" (FAR 52.233-1) clause of this contract. However, the Contractor shall not stop any work but shall continue with performance of all work under an order as specified in the "DISPUTES" clause.

- (f) Hazardous Waste Manifests for wastes described in H.38.3 (b) through (d) above the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain COTR concurrence with the categorization of wastes under paragraphs H.38.3 (c) and H.38.3 (d) above before completion of the manifest. Manifests prepared pursuant to paragraph H.38.3 (a) above shall be presented to the COTR for completion after the hazardous waste has been identified.
- (g) For purposes of paragraphs H.38.3 (b) and (c) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the activity will be performed, the Contractor shall notify the Contracting Officer within 3 business days of receipt of written notification by the State. After obtaining Contracting Officer approval, the Contractor shall use the Government site generator identification number and insert in the remarks block the Contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph H.38.3 (a) herein, if the work is being performed at a Contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Government generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph H.38.3 (f) above and present it to the COTR for completion.

H.39 CONTRACT DEFINITIZATION (OCT 1998) (THIS CLAUSE APPLIES TO PROVISIONING AND SPARES)

(a)) A	(insert specific type of c	contract action) is contemplated. The
	Contractor agrees	to begin promptly negotiatin	g with the Contracting Officer the
	terms of a definitiv	e contract that will include ((1) all clauses required by the Federal
	Acquisition Regula	ation (FAR) on the date of ex	xecution of the undefinitized contract
	action, (2) all claus	ses required by law on the da	ate of execution of the definitive
	contract action, an	d (3) any other mutually agre	eeable clauses, terms, and conditions.
	The Contractor ag	rees to submit a	(insert type of proposal; e.g.,
	fixed-price or cost	-and-fee) proposal and cost of	or pricing data supporting its proposal
(b)'	definitization of the of negotiations, an	0	

H-36

DTCG23-01-R-D00001

52.222-35	AFFIRMATIVE ACTION FOR DISABLED	APR 1998
	VETERANS AND VETERANS OF THE	
	VIETNAM ERA	
52.222-36	AFFIRMATIVE ACTION FOR WORKERS	JUN 1998
	WITH DISABILITIES	
52.222-37	EMPLOYMENT REPORTS ON DISABLED	JAN 1999
	VETERANS AND VETERANS OF THE	
	VIETNAM ERA	
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION	JAN 1997
	AND MATERIAL SAFETY DATA	
52.223-5	POLLUTION PREVENTION AND RIGHT-	APR 1998
	TO-KNOW INFORMATION	
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000
52.223-12	REFRIGERATION EQUIPMENT AND AIR	MAY 1995
	CONDITIONERS	
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT	FEB 2000
	BALANCE OF PAYMENTS PROGRAM	
	SUPPLIES	
52.225-5	TRADE AGREEMENTS	FEB 2000
52.225-8	DUTY-FREE ENTRY	FEB 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	JUL 2000
	PURCHASES	
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING	AUG 1996
	PATENT AND COPYRIGHT INFRINGEMENT	
52.227-3	PATENT INDEMNITY	APR 1984
52.227-21	TECHNICAL DATA DECLARATION,	JAN 1997
•	REVISION, AND WITHHOLDING OF	
	PAYMENT-MAJOR SYSTEMS	
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	
	insert in the first blank "to be filled in at time of contract awa	rd.
	Insert in the second blank :to be filled in at time of contract av	
52.228-5	INSURANCE-WORK ON A GOVERNMENT	JAN 1997
	INSTALLATION	
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES-CONTRACTS PERFORMED IN U.S.	APR 1984
	POSSESSIONS OR PUERTO RICO	
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING	NOV 1999
	STANDARDS	

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52.232-1

PAYMENTS

APR 1984

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52.245-5	ALTERNATE I (APR 1984) GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND-MATERIAL,	JAN 1986
52.245-11	OR LABOR-HOUR CONTRACTS GOVERNMENT PROPERTY	APR 1984
52.245-17 52.245-18	(FACILITIES USE) SPECIAL TOOLING SPECIAL TEST EQUIPMENT	APR 1985 FEB 1993
52.246-23 52.246-24	LIMITATION OF LIABILITY LIMITATION OF LIABILITY-HIGH VALUE	FEB 1997 FEB 1997
52.246-25	ITEMS ALTERNATE I (APR 1984) LIMITATION OF LIABILITY (SERVICES)	FEB 1997
52.247-63 52.247-64	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JAN 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.SFLAG COMMERCIAL VESSELS VALUE ENGINEERING	JUN 1997 FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-6 52.249-8	TERMINATION (COST-REIMBURSEMENT) DEFAULT (FIXED PRICE - SUPPLIES/SERVIC	SEP 1996 ES) APR 1984
52.249-14 52.251-1	EXCUSABLE DELAYS GOVERNMENT SUPPLY SOURCES	APR 1984 APR 1984

2. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

REPRESENTATIVE 1252.245-70 GOVERNMENT PROPERTY REPORTS

	NUMBER	TITLE	DATE	
I	1252.216-71 DE	TERMINATION OF AWARD FEE	OCT 1994	
	1252.216-72 PEF	RFORMANCE EVALUATION PLAN	OCT 1994	
	1252.216-73 DIS	STRIBUTION OF AWARD FEE	OCT 1994	
	1252.219-70 SM	ALL BUSINESS AND SMALL	JUN 1997	
	DIS	SADVANTAGED BUSINESS		
	SUI	BCONTRACTING REPORT		
	1252.228-70 LOS	SS OF OR DAMAGED TO LEASED		← Formatted: Bullets and Numbering
	AIR	RCRAFT	DEC 1997	
	1252.228-71 FAI	IR MARKET VALUE OF AIRCRAFT	OCT 1994	
	1252.228-72 RIS	K AND INDEMNITIES	DEC 1997	
	1252.242-73 CO	NTRACTING OFFICERS TECHNICAI	L OCT 1994	

OCT 1994

will not evaluate nor consider for award alternate proposals. Only one proposal will be considered from each of the three teams participating in Phase 1. The proposal will present the Offeror's understanding of the scope of the acquisition and overall approach to providing the required services.

L.7.2 PROPOSAL VOLUMES REQUIREMENTS

The proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead stationery. The cover letter (letter of transmittal) shall identify all enclosures being transmitted and shall be used only to transmit the proposal and shall include no other information. The first or title page shall be in accordance with FAR 52.215-1, paragraph (c) (2). If the Offeror wishes to restrict the disclosure or use of its proposal, use the legend permitted by FAR 52.215-1(e).

The following are further descriptions of the information that shall be provided with the proposal. Each Offeror must submit six separate volumes (with copies) as follows:

Volume	Title	Section (L) paragraph	Original CD	CD copies	Paper copies
I	Executive Summary	L.7.6	1	5	1
II	Operational Effectiveness	L.7.7	1	5	1 ²
III	TOC Estimate	L.7.8	1	5	1
IV	Management	L.7.9	1	5	1
V	Technical	L.7.10	1	5	1
VI	Business	L.7.11	1	5	1 ³

(The Offeror may provide a CD submission of Table D-159, Operational Effectiveness Modeling Data, and Validation Tables for Operation Effectiveness in lieu of a paper submission.)

Each volume in the proposal shall include a copy of the cover letter (letter of transmittal), title page, and table of contents. The table of contents shall list sections, subsections, and page numbers. Each volume shall be bound separately in three-ring binders (to permit removal of sections) with tabs for each major part. If there are any discrepancies between the hardcopy and the CDs, the CDs will govern with one exception. The hardcopy shall be utilized to determine page count. CDs shall be "read-only" CDs-formatted for Microsoft Windows NT. Documents,

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³ The offeror may provide a cd submission of all J Attachments of the model contract in lieu of a paper submission

spreadsheets, databases, or other data submitted must be compatible with Microsoft Office 2000, Microsoft Project 2000, and Microsoft Internet Explorer 5.0. Adobe Acrobat reader version 4.0 format may be used for drawings not compatible with Microsoft products. The first page of each volume shall be in accordance with the requirements of FAR 52.215-1 Instructions to Offerors – Competitive Acquisition

CD Originals, CD and paper copies of the proposal shall be sent to:

COMMANDANT (G-ACS6/CM)
UNITED STATES COAST GUARD
WASHINGTON DC 20593-0001
RFP DTCG23-01-R-ADWXXXX PROPOSAL
DO NOT OPEN IN MAILROOM, ATTN: MS CATHY MARTINDALE

Note: Offerors wishing to restrict the disclosure of their proposal must mark their proposal in accordance with FAR 52.215-1(e).

All volumes must be received prior to 12:00 noon EDT 28 September 2001.

The Government intends to use non-Government technical experts. Non-disclosure agreements will be executed with each individual who has access to proposal information. The Offeror by submitting his proposal, is giving his consent for review of its proposal by such non-Government technical experts.

The proposal(s) to be submitted (with the exception of those documents submitted in accordance with Attachment J-31) shall be prepared on standard 8-1/2" X 11" paper, single-spaced. Print single-side for each sheet, with the exception of the TOC volume which may be printed double sided for each sheet. An 11" X 17" is a two sheet equivalent. The font type shall be Times New Roman with a font size of 12 with one exception. Cost summaries in Volume 3, TOC estimate, may be submitted using a font size of 10. For text embedded in graphics portions of the proposal, the type font size may be any reasonable font type and size. Text located outside graphic portions of a sheet shall be Times New Roman with a font size of 12, 100% normal character spacing. Parameters for the Microsoft Word 97 paragraph pull down menu under format are as follows: alignment, left; outline level, body text; indentation right and left, -0-; special, "none;" spacing, before/after, -0-; line spacing, single. Pages will have a one-inch all around margin. Paragraphs shall be separated by a single line and indented or left justified. Type font size for foldouts or other pages may not be smaller than size 12. Offerors shall submit their proposal in three-ring binders with index tabs indicating the sections that correspond to those set forth in the paragraphs L.7.6 through L.7.11.

Individual subcontractor/vendor proprietary information may be submitted via separate binders/CDs. The information contained in these binders/CDs must be referenced (by binder title, page and section number as appropriate) within the main proposal where the information would have been included if it were not subcontractor/vendor proprietary. The information in these separate binders/CDs is subject to all other requirements of the RFP and must be well marked to clearly indicate any special handling instructions.

The cover letter, title page, table of contents, table of figures, list of tables and glossary of abbreviations & acronyms do not count against page count limitations.

Proposal contents that exceed the stated page limitations will not be considered by the Government in the evaluation.

Offerors shall describe their proposals in sufficient detail for the Government to understand and evaluate the nature of their approaches. In its evaluation and risk assessment, the Government

shall consider the degree of substantiation of proposed solutions in the proposal volumes and in response to any discussions. Nonetheless, the Government is seeking substance, not gloss.

SPS 3.10.2.6 Packaging, Handling & Transportation
SPS 3.10.2.7.1 Support
SPS 3.10.2.7.2 Integrated Product Data Environment (IPDE)
SPS 3.10.2.8 Legacy Systems
SPS 3.10.3 Availability of Assets
(d) Operational Environment Requirement
SPS 3.11.1 Operating Period
SPS 3.11.2 Sea State
SPS 3.11.3 Weather
SPS 3.11.4 Air/Sea Temperature & Humidity
SPS 3.11.6 Shock
SPS 3.11.7 Vibration
SPS 3.11.8 Electromagnetic Environmental Effects (E3)
SPS 3.11.9 Electrostatic Discharge (ESD)
SPS 3.11.10 Electromagnetic Interference/Compatibility (EMI/EMC)
SPS 3.11.11 Aircraft Certification
SPS 3.11.12.1 Environmental Impact
SPS 3.11.12.2 Environmental Regulations
SPS 3.11.12.3 Energy Consumption
1 7 11 DUCINESS VOLUME DECLUDEMENTS (VOLUME VI) (no nosa limit)(The

L.7.11 BUSINESS VOLUME REQUIREMENTS (VOLUME VI) (no page limit) (The

offeror may provide a CD submission of all J Attachments of the model contract in lieu of a paper submission)

The Business Volume shall be organized in the following format, with attachments, if any, incorporated in the relevant sections:

Section 1 Model Contract
Section 2 Partnering Agreement

Section 3 Exceptions

Section 4 Operating Lease Agreement

L.7.11.1 SECTION 1 MODEL CONTRACT

This part of the proposal shall include a complete copy of the proposed contract. Section A (SF 33) shall be provided with all blanks completed in the Offer Section of the form and an original signature by an authorized official of the company, on all copies. Sections B through K shall have all appropriate blanks completed and a signature by appropriate company officials where required.

L.7.11.2 SECTION 2 PARTNERING AGREEMENT

The Offeror shall submit its proposed partnering agreement. The purpose of the partnering agreement is described in section H.4 of this solicitation.

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L.7.11.3 SECTION 3 EXCEPTIONS

In this section, the Offeror shall identify those requirements, terms, and conditions to which exception is taken

Functions: Responsible for various repairs and fabrications requiring proficiency in welding and cutting metal. Assigned to repair plumbing systems and fixtures, both on ships and required facilities, maintenance and repair of watertight closures. Perform emergency repairs as required. Must have firefighting training and received classroom theory instruction. Maintain and train with the equipment used for protection, detection, and decontamination in the event of exposure to chemical, biological, or radiological hazards. Shore responsibilities include the performance various construction and building maintenance.

Education: High School Education or equivalent.

Experience: Five years related experience

Specialized Experience: n/a

Damage Controlman II

Functions: Responsible for various repairs and fabrications requiring proficiency in welding and cutting metal. Assigned to repair plumbing systems and fixtures, both on ships and required facilities, maintenance and repair of watertight closures. Perform emergency repairs as required. Must have firefighting training and received classroom theory instruction. Maintain and train with the equipment used for protection, detection, and decontamination in the event of exposure to chemical, biological, or radiological hazards. Shore responsibilities include the performance various construction and building maintenance.

Education: High School Education or equivalent.

Experience: Eight years related experience

Specialized Experience: n/a

Aviation Electronics Technician

Functions: Repair and maintain sophisticated electronic equipment used for navigation and communications. These include radio receivers and transmitters, radar and communications equipment. Responsible for the operational condition of radio, radar and other electronic devices used for communications, landings, vessel detection, efficient navigation and more.

Education: High School Education or Equivalent and FAA issued Mechanic Certificate with Airframe and Powerplant Rating.

Experience: At least 5 years recent specialized experience in aircraft avionics, component maintenance

Specialized Experience: At least 3 years as a practicing licensed Federal Communication Commission (FCC) radio mechanic or equivalent military position.

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Deleted: Aviation Electronics Technician ¶

Functions: Repair and maintain sophisticated electronic equipment used for navigation and communications. These include radio receivers and transmitters, radar and communications equipment. Responsible for the operational condition of radio, radar and other electronic devices used for communications, landings, vessel detection, efficient navigation and more. Leducation: High School Education or Equivalent and FAA issued Mechanic Certificate with Airframe and Powerplant Rating. Experience: At least 5 years recent

Experience: At least 5 years recent specialized experience in aircraft avionics, component maintenance ¶ Specialized Experience: At least 3 years as a practicing licensed Federal Communication Commission (FCC) radio mechanic or equivalent military position. The proposed costs will then be evaluated for cost realism, price reasonableness, and affordability.

- (a) If the Government determines that any aspect of the total ownership cost is unrealistic, it may impute an increase or a decrease to that area for evaluation purposes only. This does not apply to firm-fixed price <u>CLINs</u>, fixed-price-incentive <u>CLINs</u>, or time-and-materials <u>CLINs</u> for <u>Emergent Work Requirements</u>. Significant instances of unrealistic costs in these line items will be assessed as increasing performance risk to the Government.
- Deleted: CLINs

 Deleted: CLINs for Emergent Work
 Requirements
- (b) Price reasonableness does not apply to other IDS life cycle costs or to increases and decreases outside of the IDS LCCE.
- (c) Both the adjusted and proposed IDS LCCE will be compared with the notional AC&I funding stream and annual legacy Deepwater Asset operating expense to assess the affordability of the proposed solution. The increases and decreases outside of the IDS LCCE will not be included in this comparison, nor will the LCCE amounts be discounted.

M.4.4 MANAGEMENT CAPABILITY FACTOR

Each proposal will be evaluated to assess the Offeror's ability to manage the program, perform the systems integration and system architect role, and design and produce the proposed assets and proposed support in accordance with the Government's requirements. The Management Capability factor is divided into three subfactors of equal importance. All criteria within the Management, Organization, and Controls and the Systems Integration subfactors are of equal importance. Within the Phase II Work Planning subfactor, the Statements of Work and IDS Performance Measurement Plan criteria are of equal importance, and each of these criteria are significantly more important than the Small Disadvantaged Business Participation criteria. The Government will evaluate (rate and risk assess) each subfactor/criteria combination of the Management Capability Factor for compliance with all of the requirements listed in Attachment J-37, Management Capability Factor Requirements and Standards. An Offeror evaluated as not compliant with one or more of these requirements may be found unacceptable for award.

M.4.4.1 MANAGEMENT, ORGANIZATION, AND CONTROLS SUBFACTOR

- (a) Program Management Criteria
- (b) Quality Assurance Criteria
- (c) Data Management Criteria
- (d) Environmental Management Criteria
- (e) Asset Production and Support Capability Criteria

M.4.4.2 SYSTEMS INTEGRATION SUBFACTOR

(a) Systems Engineering Criteria

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DEPARTMENT OF DEFENSE					1. CLEARANCE A	AND SAFEG	UARDING	
CONTRACT SECURITY CLASSIFICATION SPECIFICATION					a. FACILITY CLEARANCE REQUIRED: TOP SECRET / SCI			
(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)				b. LEVEL OF SAFEG		EQUIRED:		
2. 1	THIS SPECIFICATION IS FOR: (X and comple	ete as applicable)		3. TH	SPECIFICATION IS	S: (X and co	mplete as applicable)	
	a. PRIME CONTRACT NUMBER				ORIGINAL (Complete dat	te in all cases)	· · · · · · · · · · · · · · · · · · ·	Date (YYMMDD)
				х				010821
	b. SUBCONTRACT NUMBER				REVISED (Supersedes all pr	revious specs)	Revision No.	Date (YYMMDD)
	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYMMDD)		FINAL (Complete item 5 in	n all cases)		Date (YYMMDD)
х	X DTCG23-01-R-D00001 010928							
	4. IS THIS A FOLLOW-ON CONTRACT? YES NO, If yes, complete the following Classified material received or generated under (Preceding Contract Number) is transferred to this follow-on contract							
5. I	5. IS THIS A FINAL DD FORM 254 YES NO, If yes, complete the following:							
In r	esponse to the contractors request dated	,retention of the	identifie	d class	I material is authori	ized for a pe	riod of:	
6. (CONTRACTOR (Include Commercial and Government	Entity (CAGE) Code)						
				E COD	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)			nd Zip Code)
MUST HOLD INFO FOR EACH INDUSTRY TEAM								
7. 8	SUBCONTRACTOR							
a. NAME, ADDRESS, AND ZIP b. CA				E COD	c. COGNIZAN	T SECURITY	Y OFFICE (Name, Address, a	nd Zip Code)
8. ACTUAL PERFORMANCE								
a. LOCATION b. C				E COD	c. COGNIZAN	T SECURIT	Y OFFICE (Name, Address, a	nd Zip Code)
See block 13.								
9. 0	GENERAL PROCUREMENT OF THIS PROC	UREMENT			•			
	quirements analysis, design, construction mputer intelligence surveillance and rec							nunications

Attachment J-16

10. THIS CONTRACT WILL REQUIRE ACCESS TO	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a.COMMUNICATIONS SECURITY (COMSEC) INFORMATION	х		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY		х
o. RESTRICTED DATA		х	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		х
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		х	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	х	
d. FORMERLY RESTRICTED DATA		х	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	х	
9. INTELLIGENCE INFORMATION	х		e. PERFORM SERVICES ONLY		х
(1) Sensitive Compartmented Information (SCI)	х		f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		х
(2) Non-SCI	х		g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		х
SPECIAL ACCESS INFORMATION		х	h. REQUIRE A COMSEC ACCOUNT	х	T
3. NATO INFORMATION		х	i. HAVE TEMPEST REQUIREMENTS	х	Ī
n. FOREIGN GOVERNMENT INFORMATION		х	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	х	
LIMITED DISSEMINATION INFORMATION		х	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	х	
FOR OFFICIAL USE ONLY INFORMATION	х		L OTHER (specify)		
OTHER (Specify)			SEE BLOCK 13 REMARKS		

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Previous editions are obsolete

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

No public release of Classified or Law Enforcement Sensitive information. Requests for release of classified information shall be submitted to Commandant (G-CFI).

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending find election, the information throwled shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

National Industrial Security Program Operating Manual (NISPOM) will be used for the basic classification guidance. Additional information securityguidance may be obtained from the Mr. Richard Harding, G-OCI, Office of Intelligence (for SCI), or from CWO Infantino, G-CFI, Office of Information Management (for GENSER). Guidance on system certification and accreditation may be obtained from G-OCI (for SCI) and Mr. Harris McGarrah, G-CIE (for GENSER).

In order to meet the requirements of this contract, SCI access will be granted to six (6) contractor employees. SCI acquisition and management for these six SCI billets shall be administered by the Office of Intelligence (G-OCI), U.S.C.G Headquarters.

All SCI work will be conducted at existing accredited Government or contractor facilities. The Contractor shall be responsible for the cost of new SCIF construction and accreditation processing deemed necessary for company purposes. New SCIF requirements within the Coast Guard shall be adjudicated by the Office of Intelligence.

Non-SCI (GENSER) classified work in support of this contract will be performed at various contractor/subcontractor or Government locations in compliance with Coast Guard and DoD security practices for protection of classified information.

Sancitive but unclassified and For Official Lise Only (i.e. FOLA-eventh information) shall be protected as per Addendum 1

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14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. YES NO							
SCI Refs: DCID 6/4 Personnel, DCI	SCI Refs: DCID 6/4 Personnel, DCID 1/21P Facilities						
15. INSPECTIONS. ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and							
16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classifier information to be released or generated under this classified effort. All questions shall be referred to the official named below.							
a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE		c. TELEPHONE	(Include Area Code)			
Catherine A. Martindale	Contracting Officer		202-267-1	533			
d. ADDRESS (Include Zip Code)		17. REQUIRED DISTRIB	UTION				
Commandant (G-OCI) U.S. Coast Guard HQ 2100 2 nd Street S.W. Washington, D.C. 20593-0001		□ a. CONTRACTOR □ b. SUBCONTRACTOR □ c. COGNIZANT SECUR	RITY OFFICE FOR F	PRIME AND SUBCONTRACTOR			
e. SIGNATURE							
Catherine A. Apr							

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FOR OFFICIAL USE ONLY (FOUO)

1. GENERAL: FOUO is information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public because disclosure would cause a foreseeable harm to an interest protected by one or more of the Freedom of Information Act (FOIA) exemptions 2 through 9. Additional information on FOUO may be obtained by contacting the User Agency. FOUO is assigned to information at the time it is created in a DoD Agency or derivatively as instructed in a Security Classification Guide.

2. MARKING:

- a. FOUO information received (released by a DoD component) should contain to following marking, when received: THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM A MANDATORY DISCLOSURE UNDER FOIA EXEMPTIONS (S) _ APPLIES/APPLY
- b. Mark an unclassified document containing FOUO information "FOR OFFICIAL USE ONLY" at the bottom of each page containing FOUO information and on the bottom of the front page or front cover (if any) and on the back of the last page and on the back cover (if *any*). Each paragraph containing FOUO information shall be marked as such.
- c. Within a classified document, an individual page that contains both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or FOUO, as appropriate. An individual page that contains FOUO information but no classified information shall be marked "FOR OFFICLAL USE ONLY" at the top and bottom of the page, as well as each paragraph that contains FOUO information. NOTE: For "production efficiency" the entire document may be marked top and bottom with the highest level of classification contained within it, as long as every paragraph is marked to reflect the specific classification of the information it contains.
- d. Mark other records, such as computer print outs, photographs, films, tapes, or slides "FOR OFFICIAL USE ONLY" so that the receiver or viewer knows the record contains FOUO information.
- e. Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation "FOUO" before the text begins.
- 4. DISSEMNATION: FOUO may be disseminated between officials of DoD Components, DoD contractors, consultants and grantees to conduct official business for DoD. Recipients shall be made aware of the status of such information and transmission shall be by means that preclude unauthorized public disclosure.
- 5. TRANSMISSION: FOUO information shall be transmitted in a manner that prevents disclosure of the contents. When not commingled with classified information, it may be sent via first-class mail or parcel post. Bulky shipments, i.e. testing materials, that otherwise qualify under postal regulations, may be sent by fourth-class mail. FOUO information may also be sent over facsimile equipment however, when deciding whether to use this means, balance the sensitivity of the records against the risk of disclosure. Consider the location of sending and receiving machines and ensure authorized personnel are available to receive the FOUO information as soon as it is transmitted. Transmitted documents shall call attention to the presence of FOUO attachments. FOUO information may also be sent via e-mail, if it is sent via a system that will prevent unintentional or unauthorized disclosure.
- 6. STORAGE: To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty hours, store FOUO records to prevent unauthorized access. File them with other unclassified records in unlocked files or desks when normal internal building security is provided. When there is no internal building security, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall he stored in locked containers such as file cabinets, desks, or bookcases. Expenditure of funds for security containers or closed areas solely for the protection of FOUO data is prohibited.
- 7. DESTRUCTION: WHEN NO LONGER NEEDED, FOUO INFORMATION SHALL BE DISPOSED OF BY ANY METHOD THAT WILL PRECLUDE ITS DISCLOSURE TO UNAUTHORIZED INDIVIDUALS.

Attachment J-16

September 12, 2001 Amendment 009

Page 3: [1] Deleted	TLee	9/17/2001 2:13:00 PM
AWARD TERM PERIOD OF PERFORMANCE F	FOUR	DAT 4 THROUGH DAT + XX MONTHS
AWARD TERM PERIOD OF PERFORMANCE F	FIVE	DAT 5 THROUGH DAT + XX MONTHS

THE EVALUATION PROCESS AND CRITERIA FOR AWARD TERM PERIODS IS OUTLINED IN ATTACHMENT J-30, AWARD TERM PLAN.

(C) THE GOVERNMENT HAS DEFINED THE NOTIONAL ACQUISITION, CONSTRUCTION AND IMPROVEMENT (AC&I) FUNDING STREAM FOR THE DEEPWATER PROGRAM. THE NOTIONAL AC&I AMOUNTS REPRESENT THE GOVERNMENT'S DETERMINATION OF OPTIMAL LEVELS OF

EXPENDITURE BASED ON A TIMELY IDS IMPLEMENTATION SCHEDULE AND EXPECTED AVAILABLE FUNDING. ALTHOUGH CURRENT OMB OUTYEAR FUNDING TARGETS FALL SHORT OF THIS LEVEL, THEY HAVE BEEN CONVERGING WITH ESTIMATED PROGRAM REQUIREMENTS. ¹WHILE NOT AVAILABLE FOR OPERATIONS AND MAINTENANCE OF ASSETS, AC&I FUNDS MAY BE USED FOR REPLACEMENT OR IMPROVEMENT OF EXISTING PHYSICAL ASSETS IN THE FORM OF MODERNIZATION AND TECHNOLOGY INSERTION THROUGHOUT THE COURSE OF THIS CONTRACT. IN ADDITION, THE GOVERNMENT HAS IDENTIFIED THE ANNUAL OPERATING EXPENSE (OE) ASSOCIATED WITH OPERATING LEGACY DEEPWATER ASSETS. THE CONTRACTOR SHALL ATTEMPT TO REDUCE IDS OE. ALL AMOUNTS ARE IN FY 98 DOLLARS UNLESS OTHERWISE NOTED. THE AMOUNT EXPENDED THROUGH THIS CONTRACT WILL DEPEND ON THE CONTRACTOR'S PROPOSAL, SUCCESSFUL ORDER READINESS REVIEWS AND SUCCESS IN IMPLEMENTING THE ORDERS TO DATE.

YEAR	AC & I	OE
FY02	\$300.0M (FY02\$)	\$996.2M
FY03	\$500.0M	\$996.2M
FY04	\$500.0M	\$996.2M
FY05	\$500.0M	\$996.2M
FY06	\$500.0M	\$996.2M
THROUGH		
FY31	\$500.0M	\$996.2M

(D) ASSET ORDERS SHOULD BE SCOPED TO CORRESPOND TO FIVE GENERAL PHASES FOR ACQUISITION: CONCEPT AND TECHNOLOGY DEVELOPMENT; SYSTEM DEVELOPMENT AND DEMONSTRATION; PRODUCTION

AND DEPLOYMENT; OPERATIONS AND SUPPORT; AND DISPOSAL.
OPERATIONS AND SUPPORT CLINS AND DISPOSAL CLINS WILL BE ISSUED
WITH OE FUNDS. CLINS FOR ALL OTHER PHASES WILL NORMALLY BE
ISSUED WITH AC & I FUNDS. PHASE ENTRANCE CRITERIA AND
COMPLETION APPROVAL CONSIDERATIONS WILL SUPPORT DECISIONS TO
AWARD ORDERS AND TO ACCEPT OR TO APPROVE THE FINAL PRODUCTS
OF A TASK. PHASES AND MILESTONES ARE OUTLINED IN SECTION C AND
APPLICABLE ATTACHMENTS IN SECTION J. AS NOTED IN SECTION C, SOME
ACQUISITION PHASES MAY BE COMBINED INTO A SINGLE ORDER OR SOME
PHASES COULD BE BROKEN INTO TWO ORDERS. COMBINING PHASES
COULD BE ACCOMPLISHED BY SIMPLY INCLUDING MORE THAN ONE.